

RECORDATION NO. 25506 FILED

MAR 18 '05 1-40PM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

March 18, 2005

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Full Maintenance Lease Agreement, dated as of January 20, 2005, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Lessor: Steel Wheels LLC
21778 Highview Avenue
Lakeville, Minnesota 55044

Lessee: Carolina Stalite Company
Drawer 1037
Salisbury, North Carolina 28145-1037

- - Mr. Vernon A. Williams
March 18, 2005
Page 2

A description of the railroad equipment covered by the enclosed document
is:

60 open top hopper cars within the series STWX 51125 - STWX 51233
(formerly within the series NIHX 51125 - NIHX 51233) as specifically set
forth in the schedule attached to the document.

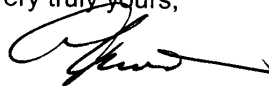
A short summary of the document to appear in the index is:

Full Maintenance Lease Agreement.

Also enclosed is a check in the amount of \$32.00 payable to the order of
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the
undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm
Enclosures

MAR 18 '05 1-40 PM

FULL MAINTENANCE LEASE AGREEMENT
SURFACE TRANSPORTATION BOARD

THIS FULL MAINTENANCE LEASE AGREEMENT ("Lease") is dated as of January 20, 2005, between STEEL WHEELS, LLC, a Minnesota Limited Liability Company ("Lessor"), and CAROLINA STALITE COMPANY, a North Carolina Limited Liability Company ("Lessee").

1. **Lease.** Subject to the terms and conditions of this Lease, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the rail equipment described in Schedule A attached hereto ("Unit(s)").

2. **Delivery, Inspection & Acceptance of Units.** When units are made available ("Delivery Date") Lessor will deliver the Units to Lessee and Lessee will accept the Units from Lessor "AS-IS", "WHERE-IS", on the Delivery Date the Units will be in compliance with the regulations of the Federal Railroad Administration ("FRA") and the Association of American Railroads ("AAR") rules of interchange then in effect (collectively, "Rules"). Lessee shall be responsible for all costs associated with the transport of each accepted Unit after the Delivery Date.

3. **Term.** The term of this Lease for each accepted Unit shall commence on the Delivery Date for such Unit and shall continue thereafter for a period of 36 months.

4. **Rent.** Upon the Delivery Date, Lessee shall pay to Lessor on the first day of each month in advance rent in the amount of four hundred five dollars (\$405.00) per Unit per month ("Rent"). Rent shall continue in effect for each Unit, until such Unit is returned to Lessor in accordance with the terms of this Lease. Rent shall be pro-rated on a daily basis if the return date for any Unit is other than on the first day of any month. All payment of Rent shall be made directly to Lessor at its address for notices hereunder. Lessee's obligation to pay all Rent and other sums when due and to otherwise perform its obligations under this Lease is absolute and unconditional, and shall not be subject to any abatement, reduction, set-off, defense, counterclaim, interruption, deferment or recoupment. Each Rent or other payment made by Lessee hereunder shall be final and Lessee shall not seek to recover all or any part of such payment from Lessor. The Rent and other sums payable by Lessee hereunder shall be paid without notice or demand.

5. **Car Hire Earnings.** Provided that Lessee is not in default under this Lease, Lessor shall pay to Lessee all car hire earnings attributable to the Units (per diem and/or mileage) received by Lessor, if any, until the expiration or other termination of this Lease. If the Units bear reporting marks other than Lessor's, Lessor shall have no responsibility for any car hire earnings and such responsibility shall lie solely with Lessee.

6. **Identification Mark.** Lessee will keep each Unit marked with the identifying mark and number as set forth in Schedule A hereto, and Lessee will not change such mark or number without the prior written consent of Lessor. Lessee will not

allow the name of any person or entity or any other mark or logo to be placed upon any Unit without the prior written consent of Lessor.

7. **Taxes.** Lessee shall pay when due (or reimburse to Lessor), and on a net after-tax basis shall indemnify and defend Lessor from and against any and all fees, taxes and governmental charges of any nature including, without limitation, liens, encumbrances, interest, penalties, fines and assessments (collectively, "**Taxes**") which may now or hereafter be imposed or levied by any foreign, federal, state, provincial or local authority upon this Lease or the Units (including, without limitation, relating to or arising from the transportation, delivery, installation, leasing, possession, use, operation, storage, and return of such Units during the Term). Lessee shall have no responsibility for any Taxes on or measured by Lessor's income. Lessee will pay promptly all Taxes, which may be imposed upon Lessee's income and earnings arising from, or connected with this Lease or the Units. The term Taxes shall include any sales, use or ad valorem tax applicable to the operation of the Units during the Term.

8. **Casualty Occurrence.** During the Term, Lessee hereby assumes all risk of loss, damage, theft, taking, destruction, confiscation, condemnation, requisition or commandeering, partial or complete, of or to each accepted Unit, however caused or occasioned (collectively, a "**Casualty Occurrence**"). Lessee shall promptly notify Lessor of any Casualty Occurrence and fully inform Lessor in regard thereto. Such notice shall include a settlement value as determined by the then current Rule 107 of the Field Manual of the AAR Interchange Rules and Car Hire Agreement Code. ("**Settlement Value**"), together with an amount equal to any accrued Rent for such Unit through the date of such Settlement Value payment. Upon Lessee's payment of such Settlement Value and accrued Rent for any Unit, (a) the Rent for such Unit shall cease and the Lease for such Unit shall terminate, and (b) Lessee shall be entitled to ownership and possession of such Unit or the remains thereof of an **as-is, where-is** basis without recourse or warranty. Lessor has the right, but not the obligation, to replace any Unit that suffers a Casualty Occurrence, subject to Lessee's inspection. Lessee shall not be released from the obligation to pay rent under this lease with respect to a casual tied Unit until the Settlement Value is paid to Lessor. Upon receipt by Lessor of any AAR Rule 107 payment for any railroad with respect to any Unit for which Lessee has paid the Settlement Value, Lessor shall promptly forward such payment to Lessee, provided Lessee is not in default under this Lease.

9. **Inspection.** At the sole expense of Lessor, Lessor or its agent, shall have the right to inspect the Units and Lessee's records with respect thereto at such reasonable times and places as Lessor may request.

10. **Warranties; Waiver.** So long as no Event of Default has occurred and its continuing, Lessor warrants that neither Lessor nor its successors and assigns will interfere with Lessee's quiet enjoyment and use of the Units during the Term. Notwithstanding anything in this Lease to the contrary, **LESSOR LEASES AND LESSEE ACCEPTS THE UNITS AS-IS, AND LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND RESPECTING THE**

UNITS WHETHER STATUTORY, WRITTEN, ORAL OR IMPLIED AND LESSOR HAS NOT MADE AND DOES NOT HEREBY MAKE, NOR SHALL IT BE DEEMED BY VIRTUE OF HAVING LEASED THE UNITS PURSUANT TO THIS LEASE TO HAVE MADE, ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF WORKMANSHIP IN THE UNITS, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND LESSOR SHALL NOT BE LIABLE, IN CONTRACT, TORT OR OTHERWISE, ON ACCOUNT OF ANY MANUFACTURER'S OR OTHER DEFECT, WHETHER HIDDEN, LATENT OR OTHERWISE DISCOVERABLE OR NONDISCOVERABLE RESPECTING ANY UNITS. LESSEE HEREBY WAIVES ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT OR ABSOLUTE LIABILITY IN TORT) IT MIGHT HAVE AGAINST LESSOR FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGE) OR EXPENSE CAUSED BY THE UNITS. LESSEE ACKNOWLEDGES THAT LESSOR DID NOT MANUFACTURE THE UNITS AND THAT LESSEE ACCEPTS THE UNITS BASED UPON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY LESSOR OR ITS AGENTS.

11. **Compliance with Laws.** Lessee agrees to comply with all laws, rules, regulations, decrees, or orders which apply to the operation or use of any Unit, including, but not limited to, the AAR, the FRA, the Surface Transportation Board ("STB") or any other legislative, executive, regulatory, administrative or judicial body exercising any power or jurisdiction over the Units (collectively, "Laws"). If any Laws require the modification, alteration or repair of any Unit ("Mandated Repairs"), Lessor will pay for such Mandated Repairs; provided, however, that Lessor may, in its reasonable judgment based upon the cost and economic value of such Mandated Repairs in relation to the then estimated fair market value of such Unit, declare this Lease terminated for those Units so affected as of the date such Mandated Repairs are required.

12. **Maintenance; Alteration; Accessions.**

(a) **Maintenance.** Commencing on the Delivery Date, Lessor shall pay for all repairs, maintenance and replacement of parts as are necessary to keep each Unit in good working order and repair, and suitable for loading and interchange in accordance with all applicable Laws and Rules ("Maintenance"). Notwithstanding the foregoing, Lessee shall be responsible for:

(i) damage caused by Lessee, its agents, representatives, customers or independent contractors or any third party; or

(ii) damage caused by any corrosive or abrasive substance loaded or used in connection with any Unit; or

(iii) excessive, unusual or avoidable damage caused by open flames, shakers, sledges, forklifts or other similar devices used during the loading or unloading of any Unit; or

(iv) damage caused by excessive or unbalance loading; or

(v) damage to, or missing, safety appliances, interior lading fittings or devices, specialty items, outlet gates, doors and removable parts or attachments; or

(vi) Rule 95 (Sections A and B) damage and any repairs billed to Lessor under AAR billing format utilizing Rule 83 "Why Made" Codes 02, 03, 05, 06, 14, 35, 55, 56 and 59, all as set forth in the AAR Field Manual of the Interchange Rules.

If any Unit in possession of Lessee is in need of Maintenance for which Lessee is responsible hereunder, Lessee shall contact Lessor and advise, at Lessee's sole option, whether Lessee desires to perform such repairs or have such repairs performed at its expense. If Lessee decides not to repair such Unit, Lessor will contract for the repairs. Lessee shall be responsible only for the invoice price for such contracted Maintenance.

If any Unit in possession of Lessee is in need of Maintenance (other than running repairs) for which Lessor is responsible hereunder, Lessee will make such Unit available to Lessor at a repair shop specified by Lessor at any reasonable time for the purpose of such Maintenance. Lessee shall make any Unit available for inspection or Maintenance in accordance with its operating convenience and at its own expense.

If there is any dispute as to which party is responsible for the maintenance to any Unit, the completion of such Maintenance by a party shall not constitute an admission of responsibility, but instead such party may still assert its claims that the other party was responsible.

Lessee will review any suggestions made by Lessor regarding operating conditions that might be causing undue and avoidable wear or damage to the Units and will implement those suggested changes that are reasonable under the circumstances.

Lessor reserves the right to retire any Unit that in its sole opinion it deems uneconomical to repair. Lessee's obligation to pay Rent shall abate for any Unit retired by Lessor as of the date on which it is retired or when such Unit is delivered to the repair shop, whichever occurs first.

LESSOR'S LIABILITY UNDER THIS SECTION 12 AND UNDER SECTION 11 IS EXPRESSLY LIMITED TO THE COST OF MAINTENANCE REPAIRS OR MODIFICATIONS. IN NO EVENT SHALL LESSOR BE LIABLE UNDER ANY CIRCUMSTANCES TO LESSEE OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT OR

CONSEQUENTIAL DAMAGES IN ANY AMOUNT RELATING TO OR CONNECTED WITH A REPAIR OR MODIFICATION, INCLUDING, BUT NOT LIMITED TO, TRANSPORTATION COSTS (RELATING TO MOVEMENT OF THE UNIT), LOSS OF USE DOWNTIME OF ANY UNIT, OR LOST PROFITS.

(b) **Alteration; Accessions.** Lessee shall not materially alter, or allow any third party to materially alter, the physical structure of any Unit without the prior written consent of Lessor. All additions, alterations, improvements or replacements to any Unit made by Lessee shall constitute accessions to such Unit and belong to Lessor unless otherwise agreed by the parties in writing.

13. Insurance. During the Term and so long as Lessee retains possession of a Unit, lessee shall maintain: (a) all-risk, physical loss or damage insurance for each Unit to a minimum amount equal to the aggregate Settlement Value; and (b) public liability insurance in a minimum amount of seven million dollars (\$7,000,000.00) per occurrence for personal or bodily injury, wrongful death and property damage, in each case for such risks and with such insurance companies as are reasonably satisfactory to Lessor. All insurance policies shall be in the name of the Lessee and shall (a) name Lessor as loss payee for the all risk insurance and as additional insured for liability insurance, and (b) provide Lessor with thirty (30) days' prior written notice before coverage lapses, is canceled or materially changes. If Lessee fails to obtain insurance, or if said insurance lapses or is canceled, Lessor has the right to purchase the insurance described above and Lessee shall pay the cost thereof. Lessee's insurance policies shall be primary to any insurance of Lessor, and Lessee shall require its insurers to specifically waive subrogation, claim and recovery against Lessor's insurance. Any deductibles in the above described policies shall be paid by Lessee. Lessee shall furnish to Lessor upon execution of this Lease and thereafter at Lessor's request, Certificates of Insurance evidencing the aforesaid insurance. Lessee shall provide Lessor a certified copy of each insurance policy upon written request.

14. Indemnification. Lessee shall indemnify, defend and hold harmless Lessor and its officers, partners, shareholders, affiliates, directors, attorneys, employees and agents from and against any and all costs, expenses, losses, taxes, penalties, obligations, claims, damages, actions or other liabilities (including but not limited to reasonable counsel fees and expenses, and tort and strict liability claims) which Lessor may incur (unless resulting from Lessor's gross negligence or willful misconduct) in any way relating to, arising from or by reason of (a) this Lease or the use, operation, condition, delivery, storage, or return of and Unit, until such Unit is returned to Lessor in accordance with the terms of this Lease, or (b) any accident, personal injury, death, property damage or other liability involving any Unit, on or after the Delivery Date until such Unit is returned to Lessor in accordance with the terms of this Lease. The indemnities hereunder shall survive payment or performance of all other obligations under this Lease or the expiration or earlier termination of this Lease. Lessee shall give Lessor prompt written notice of any event or condition in connection with which Lessor may be entitled to indemnification hereunder.

15. Liens. At its sole expense, Lessee will keep the Units or any part thereof free and clear of any and all liens, security interests, charges, claims or other encumbrances (“**Liens**”), except for any Liens arising by, through or under Lessor. Lessee will promptly pay, satisfy and otherwise take such actions as may be reasonably necessary to keep the Units free and clear of, and to duly discharge, eliminate or bond in a manner satisfactory to Lessor, any Liens which may arise. Lessee will promptly notify Lessor in writing if it has knowledge of any Lien that shall attach to any Unit, and of the full particulars thereof.

16. Return. On or about the expiration or other termination of the Term of this Lease and at Lessor’s direction, Lessee shall, at its sole expense, return the Units to Lessor at an interchange point located on the lines of Progressive Rail Corporation as determined by Lessor (“**Return Point**”). Prior to arrival of the Units at the Return Point or, as mutually agreed otherwise, Lessor and Lessee shall arrange and conduct a joint inspection of the Units to determine the return condition of each Unit. Lessee shall return each Unit to Lessor (i) in as good condition, order and repair as when delivered to Lessee, ordinary wear and tear excepted, (ii) in condition suitable for movement in the interchange system free from all FRA defects and in conformity with all applicable laws, rules and regulations, (iii) free of AAR Rule 95 damage, and (iv) free from all accumulations from commodities transported in respect to each Unit until such Unit is returned to Lessor at the Return Point. Lessee agrees to pay Lessor within thirty (30) days of receipt of any invoice for any repairs for which Lessee is responsible hereunder. If upon the expiration or other termination of this Lease Lessor demands in writing the return of any Unit to the Return Point and Lessee fails to deliver such Unit to the Return Point within ten (10) calendar days of receipt of such notice, Rent shall cease and Lessee shall immediately commence to pay to Lessor (as liquidated damages and not as a penalty) a monthly late fee equal to two hundred (200%) of the monthly rental rate for such Unit then in effect until such Unit is delivered to the Return Point. All other terms and conditions of this Lease shall remain in force. The provisions of this Section are without prejudice to, and in addition to, any other remedies of Lessor. If Lessee shall for any reason fail to deliver any Unit to Lessor within ninety (90) days of the expiration of the Term, Lessor shall have the option to declare that such Unit has suffered a Casualty Occurrence.

17. Default. Each of the following shall constitute an “**Event of Default**” under this Lease:

(a) Lessee fails to make any payment of any part of the Rent or any other amount payable to Lessor under this Lease and such nonpayment continues for ten (10) calendar days after the due date thereof;

(b) Lessee shall make or permit any unauthorized assignment or transfer of this Lease or of possession of the Units, or any part thereof;

(c) Lessee fails to perform or observe any term, covenant, condition or agreement contained in this Lease and such failure continues uncured for ten (10) calendar days after written notice thereof from Lessor;

(d) Any representation or warranty made by Lessee in this Lease shall be false or misleading at any time in any material respect;

(e) Lessee ceases doing business as a going concern or transfers all or a substantial part of its assets; or becomes or is adjudicated insolvent or bankrupt, admits in writing its inability to pay its debts as they become due, or makes an assignment for the benefit of creditors; or Lessee applies for or consents to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer is appointed without the consent of Lessee; or Lessee institutes any bankruptcy, insolvency, reorganization, moratorium, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction, or any such proceeding is instituted against Lessee and is not dismissed within thirty (30) calendar days; or any judgment, writ, warrant or attachment or execution of similar process is issued or levied against a substantial part of Lessee's property and remains unsatisfied for thirty (30) calendar days.

18. Remedies.

(a) **Events of Default.** Upon the occurrence of any Event of Default, Lessor may, with or without notice to Lessee, exercise any one or more of the following remedies, as Lessor in its sole discretion shall elect:

(i) proceed by appropriate court action(s) either at law or in equity, to enforce Lessee's performance under this Lease or to recover damages for the breach thereof;

(ii) by notice in writing to Lessee terminate this Lease, whereupon all rights of Lessee to the use of the Units shall absolutely cease and terminate, but Lessee shall remain liable as herein provided;

(iii) require Lessee, at Lessee's expense, to return any or all of the Units in accordance with the return provisions of this Lease, or Lessor or its agent, at its option may in a reasonable manner and without damage to the property of Lessee or any third party enter upon the premises of Lessee or other premises where any of the Units may be and take possession of all or any of such Units and thenceforth hold, possess and enjoy the same free from any right of Lessee, or its sub lessee(s), successors or assigns, to use the Units for any purpose whatsoever;

(iv) declare immediately due and payable all Rents and other amounts due and to become due under this Lease;

(v) sell by public or private sale, release, hold, retain, or otherwise dispose of the Units in any manner Lessor chooses, free and clear of any claims of rights of Lessee; and

(vi) exercise any other right or remedy then available to Lessor at law or in equity.

(b) **Interest.** In the event Lessee shall be in default in the payment of Rent or any other amount due under this Lease, Lessee shall pay Lessor as additional rental interest on such unpaid sum from its due date to the date of payment by Lessee at a rate equal to one and one half percent (1.5%) per month or the maximum rate permitted by law, whichever is less.

(c) **Cumulative Remedies.** No remedy referred to in this Lease is intended to be exclusive, but each shall be cumulative and concurrent to the extent permitted by law, and shall be in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity. No failure or delay on the part of Lessor to exercise any right or remedy hereunder shall operate as a waiver thereof. No express or implied waiver by Lessor or any default or breach shall constitute a waiver of any other or subsequent default or breach by Lessee. If Lessee fails to pay or otherwise perform any of its obligations under this Lease, Lessor may, but shall not be obligated to, pay such amounts or perform such obligations for the account of Lessee without thereby waiving Lessor's right to declare an Event of Default. In any such event, Lessee shall immediately upon demand reimburse Lessor for any such costs and expenses incurred by Lessor.

(d) **Costs of Default.** In addition to the above and in all cases, Lessee shall be liable for all costs, expenses and damages incurred by Lessor by reason of the occurrence of any Event of Default or the exercise of Lessor's remedies with respect thereto, including, but not limited to, all reasonable attorney's fees and costs whether or not court proceedings are brought, costs related to the repossession, storage, repair inspection, and transportation or other disposition of the Units, and all incidental and consequential damages.

19. **Assignment and Use.**

(a) **Assignment by Lessor.** Lessor may, without the consent of and without notice to Lessee, assign or sell its interest in, grant a security interest in, or otherwise transfer in whole or in part this Lease, any Unit or any of its rights, interests or obligations with respect thereto, including, without limitation, all Rent and other sums due or to become due to one or more persons or entities. Lessee shall be under no obligation to any assignee of Lessor except upon written notice of such assignment from Lessor. In conjunction with any assignment of this Lease by Lessor, Lessee hereby agrees to promptly provide any reasonable documentation requested by Lessor. Lessee shall not assert against any assignee any claim, defense, counterclaim or set-off that Lessee may at any time have against Lessor.

(b) **Assignment by Lessee.** So long as Lessee shall not be in default hereunder, Lessee may with the prior written consent of Lessor, at Lessor's sole discretion, sublease or assign any one or more of the Units. For purposes hereof an assignment shall be deemed to include any sale, transfer or assignment of this Lease by operation of law or otherwise or any material change in the beneficial ownership of Lessee. Without the prior written consent of Lessor, Lessee may not otherwise transfer or encumber its leasehold interest under this Lease in the Units and Lessee shall not part with the possession or control of, or suffer or allow to pass out of its possession or control, any of the Units.

(c) **Restriction on Use.** Lessee covenants and agrees at all times that: (i) Lessee will not sublease or assign this Lease to any person or entity that is not a United States citizen or incorporated under the laws of a state of the United States, (ii) Lessee will not use or operate the Units outside the United States (other than incidental and temporary use in Canada no to exceed ninety (90) days in any one year period), and (iii) Lessee will use and operate the Units only in the ordinary conduct of its business by qualified employees of Lessee and in accordance with all applicable operating instructions for any Unit, including, but not limited to, the cargo weight limits stenciled on each Unit. Lessee agrees to not load or use any Unit to transport any hazardous material or substance as defined in any foreign, federal, state or local law, rule or regulation.

20. **Representations & Warranties of Lessee.** Lessee represents and warrants to Lessor that (a) Lessee is a corporation duly organized, validly existing and in good standing under applicable state law, with adequate corporate power to enter into this Lease; (b) this Lease has been duly authorized, executed and delivered by Lessee and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms; (c) the execution and performance of this Lease will not contravene, breach or create a material default under any legal, organizational or contractual obligation of Lessee or any law, rule, regulation, judgment or order binding upon Lessee or its property; (d) there are no pending or threatened actions or proceedings before any court or administrative agency that could have a material adverse effect on Lessee, nor is Lessee in default under any material loan, lease or purchase obligation; and (e) the financial statements and other information furnished and to be furnished to Lessor are and will be true and correct.

21. **Notices.** Any notices given or required to be given hereunder shall be sufficient if transmitted and received by facsimile (with a confirmation copy sent by overnight air courier or certified mail), sent by overnight air courier, or deposited in the United States mail, postage prepaid, certified, return receipt requested, to the addresses set forth below or at such other address as the parties shall have specified in writing:

If to Lessor:
Steel Wheels, LLC
21778 Highview Avenue
Lakeville, Minnesota 55044
(952) 985-7245
Attention: Tim Eklund

If to Lessee:
Carolina Stalite Company
Drawer 1037
Salisbury, NC 28145-1037
(704) 637-1515
Attention: Mr. Paul Hoben,
Transportation Manager

22. Miscellaneous.

(a) **Further Assurances.** Upon Lessor's request and at its sole expense, Lessee shall promptly execute, acknowledge and deliver such further documents, and take any and all other action reasonably requested by Lessor from time to time as is necessary for the purpose of effectuating the intent and purposes of this Lease, as required by law or to protect the interests of Lessor in the Units and this Lease, including, without limitation, a Memorandum of Lease to be filed with the STB and UCC-1 Financing Statements.

(b) **Severability.** If any term, provision, covenant or restriction of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions shall remain in full force and effect and shall in no way be affected, impaired or invalidated. It is hereby stipulated and declared to be the intention of the parties hereto that they would have executed the remaining terms, provisions, covenants and restrictions without including any such which may be hereafter declared invalid, void or unenforceable.

(c) **Entire Agreement; Amendment.** This Lease, together with all exhibits and schedules attached hereto, contains the entire agreement of the parties regarding the subject matter hereof and supersedes all other agreements and understandings, oral or written, with respect thereto. This Lease may not be amended, modified or changed, or any provision of this Lease waived, except by instruments in writing signed by the parties hereto. No course of dealing between the parties will be deemed to modify, amend or discharge any part of this Lease or any rights or obligations of any party.

(d) **Successors and Assigns.** This Lease will bind and inure to the benefit of the respective successors and permitted assigns of the parties hereto.

(e) **Counterparts.** This Lease and any documents collateral thereto may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original, but all such counterparts taken together shall constitute but one agreement.

(f) **Law Governing; Waiver of Jury Trial.** This Lease shall be construed and enforced, in accordance with the laws of the State of Minnesota, without reference to its choice of law provisions; provided, however, that the parties shall be entitled to all right conferred by 49 U.S.C. 11301. **THE PARTIES EACH IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN**

CONNECTION WITH ANY MATTER RELATING DIRECTLY OR INDIRECTLY TO THIS LEASE OR THE UNITS WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS OR OTHERWISE. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS LEASE.

(g) **Construction.** The language used in this Lease will be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against either party. Lessee acknowledges that it has been represented by counsel in connection with this Lease or that it has voluntarily declined to seek representation by counsel. Lessee has not received nor is Lessee relying on advice concerning tax and legal matters from Lessor or its counsel.

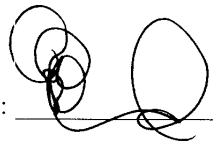
(h) **Brokers.** Each party represents and warrants that it has not employed, authorized or appointed a broker in connection with the transactions contemplated by this Lease.

(i) **Survival.** The respective representations, warranties, indemnities, covenants, obligations and agreements of the parties shall survive the expiration or earlier termination of this Lease or any extensions thereof.

(j) **Attorneys' Fees.** If any legal action is brought for the enforcement of this Lease or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Lease, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in such action or proceeding.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized representative as of the day and year first above written.

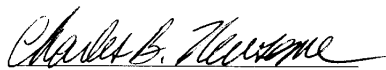
LESSOR
STEEL WHEELS, LLC

By: 

Name: Timothy Ewald

Title: Chief Financial Manager

LESSEE
CAROLINA STALITE COMPANY

By: 

Name: Charles Newsome

Title: General Manager

Schedule A

To the Full Maintenance Lease Agreement dated January 20, 2005, between Steelwheels, LLC and Carolina Stalite Company.

Description: Sixty (60), 3433 cubic foot capacity, 3-pocket, open top hopper rail cars.

Car	Old Alpha	Old Numeric	New Alpha	New Numeric
1	NIHX	51125	STWX	51125
2	NIHX	51128	STWX	51128
3	NIHX	51130	STWX	51130
4	NIHX	51131	STWX	51131
5	NIHX	51134	STWX	51134
6	NIHX	51135	STWX	51135
7	NIHX	51137	STWX	51137
8	NIHX	51138	STWX	51138
9	NIHX	51139	STWX	51139
10	NIHX	51140	STWX	51140
11	NIHX	51140	STWX	51140
12	NIHX	51142	STWX	51142
13	NIHX	51144	STWX	51144
14	NIHX	51145	STWX	51145
15	NIHX	51146	STWX	51146
16	NIHX	51148	STWX	51148
17	NIHX	51150	STWX	51150
18	NIHX	51151	STWX	51151
19	NIHX	51152	STWX	51152
20	NIHX	51155	STWX	51155
21	NIHX	51156	STWX	51156
22	NIHX	51159	STWX	51159
23	NIHX	51160	STWX	51160
24	NIHX	51162	STWX	51162
25	NIHX	51163	STWX	51163
26	NIHX	51165	STWX	51165
27	NIHX	51168	STWX	51168
28	NIHX	51172	STWX	51172
29	NIHX	51174	STWX	51174
30	NIHX	51175	STWX	51175
31	NIHX	51179	STWX	51179
32	NIHX	51183	STWX	51183
33	NIHX	51185	STWX	51185
34	NIHX	51186	STWX	51186
35	NIHX	51189	STWX	51189
36	NIHX	51190	STWX	51190

37	NIHX	51192	STWX	51192
38	NIHX	51194	STWX	51194
39	NIHX	51195	STWX	51195
40	NIHX	51196	STWX	51196
41	NIHX	51197	STWX	51197
42	NIHX	51198	STWX	51198
43	NIHX	51200	STWX	51200
44	NIHX	51205	STWX	51205
45	NIHX	51206	STWX	51206
46	NIHX	51209	STWX	51209
47	NIHX	51210	STWX	51210
48	NIHX	51212	STWX	51212
49	NIHX	51215	STWX	51215
50	NIHX	51216	STWX	51216
51	NIHX	51218	STWX	51218
52	NIHX	51219	STWX	51219
53	NIHX	51221	STWX	51221
54	NIHX	51222	STWX	51222
55	NIHX	51226	STWX	51226
56	NIHX	51228	STWX	51228
57	NIHX	51229	STWX	51229
58	NIHX	51230	STWX	51230
59	NIHX	51231	STWX	51231
60	NIHX	51233	STWX	51233

NOTARY PUBLIC



A handwritten signature in black ink, appearing to be "Tim Wiens", written over a horizontal line.

My commission expires:

STATE OF

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ss.

COUNTY OF

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On this 20 day of Jan, 2005, before me personally appeared Charles B. Newsome, to me personally known, who being by me duly sworn, says that he is the General Manager of Carolina Stalite Company, a North Carolina Limited Liability Company that the foregoing instrument was signed on behalf of Carolina Stalite Company, and he acknowledged that the execution of the said instrument was his free act and deed.

NOTARY PUBLIC



A handwritten signature in black ink, appearing to be "Tim Wiens", written over a horizontal line.

My commission expires:

On this 20 day of Jan, 2005, before me personally appeared Timothy C. Eklund, to me personally known, who being by me duly sworn, says that he is the Chief Financial Manager of Steelwheels LLC, a Minnesota Limited Liability Company that the foregoing instrument was signed on behalf of Steelwheels LLC, and he acknowledged that the execution of the said instrument was his free act and deed.

NOTARY PUBLIC

My commission expires: